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of no principle of law which prevents forgery from being pleaded. *Woodruff v. Munroe*, 32 Md. 158. Where a party, however, admits his signature, he will be estopped from setting up that it is a forgery. 2 RANDOLPH COMM. PAPER, §§1775-1781. One who gives a note with full knowledge of facts which would relieve him from liability for a portion of the debt represented in such note cannot in defense to an action thereon subsequently set up those facts. *Atlanta Consolidated Bottling Co. v. Hutchinson*, 109 Ga. 550, 35 S. E. 124; *Hogan v. Brown*, 112 Ga. 662, 37 S. E. 880; and to the same effect *Duncan v. Allender*, 23 Ky. Law. 254, 62 S. W. 850; *Skordal v. Stanton*, 89 Minn. 511, 95 N. W. 449. It would seem from the cases cited which appear to support the majority opinion, that the defendant's defense was barred by his failure to repudiate the consideration, and that the case was correctly decided.

BILLS AND NOTES—INSTRUMENT PAYABLE AFTER DEATH—WHETHER VALID OBLIGATION OR OF A TESTAMENTARY CHARACTER.—Plaintiff brings suit on a writing obligatory of the following form: "To my Executor or Administrator. Pay to the order of Florence E. Sullivan six hundred dollars without intrust. Non-negotiable. Emily M. Junkins (Seal.) It being for work in house and for manual labor on my farm. Emily M. Junkins (Seal)."
Held, that there can be a recovery on the instrument sued on as it creates a debt in praesenti. *Junkins v. Sullivan* (1909), — Md. —, 73 Atl. 265.

The court in arriving at its decision draws a very clear distinction between the principal case and *Cover v. Stem*, 67 Md. 449, 10 Atl. 231, 1 Am. St. Rep. 406. In the latter case defendant's testator in his life time executed an instrument in the following form: "Md. September 4th, 1884. At my death my estate or my executor pay to July Ann Cover the sum of three thousand dollars," and the court held it was a legacy and not an indebtedness. To make a valid obligation there must be terms employed to create a debitum in praesenti. *Cover v. Stem*, supra. The relation of debtor and creditor must be created and subsist in the life of the parties to the instrument, though the time of payment may be deferred until after the death of one of the parties. SHEP. TOUCH. 31 L. L.* pp. 368, 369; STORY, PROMISSORY NOTES, §27. If the obvious purpose of an instrument is not to take place till after the death of the person making it, it shall operate as a will. *Habergham v. Vincent*, 2 Ves. Jr. *p. 231. A note, executed, delivered, and accepted in the life time of the maker, but made payable at or after his death is not of a testamentary character but an absolute instrument. *Carnwright v. Gray et al.*, 127 N. Y. 92; *Bristol v. Warner*, 19 Conn. 7; *Conn v. Thornton*, 46 Ala. 587; *Jones v. Morgan*, 13 Ga. 515. The acknowledgment of the indebtedness by adding the words, "it being for work in house and for manual labor on my farm," and that it is due implies a promise to pay the note on demand in the absence of other direction as to the time of payment. *Hegeman v. Moon et al.*, 131 N. Y. 462. The principal case is supported by *Hegeman v. Moon*, supra; *Price v. Jones*, 105 Ind. 543, 5 N. E. 683, 55 Am. Rep. 230, and *Martin v. Stone*, 67 N. H. 367, 29 Atl. 845.